

on a form suitable to Assignee, of specific leases in which event the terms and conditions of this Assignment shall no longer apply to the lease or leases specifically assigned nor to that part of the Property leased thereby.

4. PERMISSION: Notwithstanding that this instrument is a present assignment of Rents, Landlord has permission to collect Rents and manage the Property and improvements thereon the same as if this Assignment had not been given, if and so long only, as Landlord shall not be in any default whatever with respect to the payments of principal and/or interest due on the Note, or in the performance of any other obligation or covenant under the Note and/or Mortgage or other loan document (herein called "Default"), but this permission terminates automatically on the occurrence of a Default.

5. RIGHT OF DEFAULT - POSSESSION: In the event of Default, whether before or after the Note is declared to be due and payable or whether before or after the institution of any proceedings to foreclose the lien of the Mortgage, or whether before or after the entry of any decree of sale in said proceedings, Landlord will, upon demand, surrender to Assignee and the Assignee shall be entitled to take possession of the property, including books, records, furniture, appliances, equipment and other appurtenances belonging to Landlord and pertaining to the Property.

The tenants thereof are hereby authorized to make the payments due under the terms of their leases, whether written or oral, in accordance therewith, without requiring proof of any such Default.

A breach or default of any of the terms, provisions, conditions or covenants of this Assignment which continues for a period of ten (10) days shall constitute a default under the Mortgage, and at the option of Assignee, and without notice to Landlord, all unpaid indebtedness secured by the Mortgage shall become immediately due and payable.

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